

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF ILLINOIS

SOUTHERN ILLINOIS MOTOR XPRESS, INC. )  
  )  
Plaintiff,                                  )  
  )  
v.  )  Case No. 18-CV-2067-SMY-GCS  
  )  
KG ADMINISTRATIVE SERVICES, INC.; THE )  
KEISER GROUP LLC; TRACEY KEISER;        )  
ROBERT FRAZIER; and PEOPLEASE LLC     )  
  )  
Defendants.                                  )  
  )

---

**MOTION FOR LEAVE TO WITHDRAW; DECLARATION OF MICHAEL FEENBERG**

COMES NOW Nemecek & Cole, APC (“N&C”) that respectfully moves for an order granting it leave to withdraw as the counsel of record for Defendants KG ADMINISTRATIVE SERVICES, INC.; THE KEISER GROUP, LLC; TRACEY KEISER; and ROBERT FRAZIER (collectively, the “KG Parties”).

The Motion is brought pursuant to Local Rule 83.1(g) and is based on the grounds that the KG Parties have failed and refused to communicate with, respond to and cooperate with N&C, leading to a complete and irreparable breakdown of the attorney-client relationship. Without waiver of the attorney-client privilege, based on the conduct of the KG Parties, N&C cannot continue to represent them in this matter. In addition, the KG Parties have failed to pay substantial fees and costs owed to N&C.

**I.       THERE IS GOOD CAUSE TO GRANT N&C LEAVE TO WITHDRAW**

Federal courts have repeatedly held that a breakdown of the attorney client relationship is ground for granting the attorney leave to withdraw. *See, e.g., Leatt Corp. v. Innovative Safety Technology, LLC*, No. 09-cv-1301, 2010 WL 444708, at \*2 (S.D. Cal. Feb. 2, 2010.); *Canandaigua*

*Wine Co., Inc. v. Edwin Moldauer*, No. 02-cv-06599, 2009 WL 89141, at \*2 (E.D. Cal. Jan. 14, 2009). Where issues of confidentiality prevent counsel from further disclosure and the court accepts the good faith of counsel's representations, the court should find the conflict sufficiently established and permit withdrawal.

Additionally, a client's failure or inability to pay for legal services constitutes good cause for withdrawal. *See Leatt Corp.*, 2010 WL 444708, at \*2; *Canandaigua Wine Co.*, 2009 WL 89141, at \*2; *Schueneman v. 1<sup>st</sup> Credit of America, LLC*, No. 05-cv-4505, 2007 WL 1969708, at \*7 (N.D. Cal. 2007).

As set forth in the attached Declaration of Michael W. Feenberg, N&C seeks leave to withdraw as counsel of record for the KG Parties because a complete and irreparable breakdown of the attorney-client relationship has occurred that has made it impossible for N&C to continue to adequately and properly represent the KG Parties. Specifically, and without waiver of the attorney-client privilege, the KG parties and N&C have had a breakdown in communication that N&C can more fully explain to the Court *in camera* if requested by the Court. The KG Parties have failed and refused to communicate with, respond to and cooperate with N&C. The circumstances have placed N&C in a position where it can no longer provide effective representation to the KG Parties. (Feenberg Decl. ¶ 2.)

Moreover, the KG Parties have failed and refused to pay the substantial fees and costs owed to N&C. (Feenberg Decl. ¶ 3.)

Without waiver of the attorney-client privilege, on numerous occasions , N&C informed the KG Parties either orally or in writing that N&C would resign as counsel for the KG Parties and would seek leave of court to withdraw from this case if there was no improvement in their lack of cooperation and communication with counsel. N&C also told the KG Parties that they needed to retain new counsel. Within the last two weeks, N&C repeatedly advised the KG Parties of the foregoing in writing and orally. The KG Parties continue to ignore N&C. (Feenberg Decl. ¶ 4.)

In addition, and without waiver of the attorney-client privilege, on August 17, 2020, N&C gave KG ADMINISTRATIVE SERVICES, INC. and THE KEISER GROUP, LLC written notice of the consequences of their inability to appear pro se. (Feenberg Decl. ¶ 6)

Good cause, therefore, exists for the Court to grant leave to N&C to withdraw from this case.

**II. CONCLUSION**

For the reasons set forth herein, N&C respectfully requests that it be granted leave to withdraw as counsel for the KG Parties.

Dated: August 24, 2020

By: /s/Vikram Sohal

VIKRAM SOHAL (CA SBN 240251)

[vsohal@nemecek-cole.com](mailto:vsohal@nemecek-cole.com)

NEMECEK & COLE

A Professional Corporation

16255 Ventura Boulevard, Suite 300

Encino, California 91436

Tel: (818) 788-9500

Fax: (818) 501-0328

**DECLARATION OF MICHAEL W. FEENBERG**

I, MICHAEL W. FEENBERG, declare:

1. I am an attorney duly licensed to practice law in the State of California and before this Court. I am employed by Nemecek & Cole, APC (“N&C”), the counsel of record for KG ADMINISTRATIVE SERVICES, INC.; THE KEISER GROUP, LLC; TRACEY KEISER; and ROBERT FRAZIER (collectively, the “KG Parties”). I have personal knowledge of the matters stated herein and I could and would competently testify thereto.

2. N&C seeks leave to withdraw as counsel of record for the KG Parties because a complete and irreparable breakdown of the attorney-client relationship has occurred that has made it impossible for N&C to continue to adequately and properly represent the KG Parties. Specifically, and without waiver of the attorney-client privilege, the KG parties and N&C have had a breakdown in communication that I can more fully explain to the Court *in camera* if requested by the Court. The KG Parties have failed and refused to communicate with, respond to and cooperate with N&C. The circumstances have placed N&C in a position where it can no longer provide effective representation to the KG Parties.

3. Moreover, the KG Parties have failed and refused to pay the substantial fees and costs owed to N&C. .

4. Without waiver of the attorney-client privilege, on numerous occasions, I informed the KG Parties either orally or in writing that N&C would resign as counsel for the KG Parties and would seek leave of court to withdraw from this case if there was no improvement in their lack of cooperation and communication with counsel. N&C also told the KG Parties that they needed to retain new counsel. Within the last week, N&C advised the KG Parties of the foregoing in writing. The KG Parties continue to ignore N&C.

5. In addition, and without waiver of the attorney-client privilege, on August 17, 2020, N&C gave KG ADMINISTRATIVE SERVICES, INC. and THE KEISER GROUP, LLC written notice of the consequences of their inability to appear *pro se*. In addition, the copies of the foregoing motion will be sent to the KG Parties via email and certified mail.

I declare under the penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed this 24th day of August 2020 in Encino, California.

/s/Michael W. Feenberg

Michael W. Feenberg